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Project: S-0085(1)0, PIN 8312;  
Mountain View Corridor;  
Agreement between the  
UTAH DEPARTMENT OF TRANSPORTATION and  
GRANITE SCHOOL DISTRICT  
71161

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## COOPERATIVE AGREEMENT CONCERNING REPLACEMENT OF FOUR HVAC UNITS AT HILLSIDE ELEMENTARY SCHOOL

THIS COOPERATIVE AGREEMENT, made this 13th day of June, 2017, by and between the UTAH DEPARTMENT OF TRANSPORTATION, referred to as "UDOT", and GRANITE SCHOOL DISTRICT, a political subdivision of the State of Utah, referred to as "District."

### RECITALS:

WHEREAS, the Mountain View Corridor Environmental Impact Statement and Record of Decision directed the establishment of an Air Quality Working Group (AWG); and

WHEREAS, the Air Quality Working Group provided recommendations for air quality mitigation at Whittier Elementary, Hillside Elementary, West Valley Elementary, Hunter Jr. High School, and Hunter High School ("Mountain View Corridor Schools"). These included recommendations for portable classrooms located on any of the five Mountain View Corridor Schools.

WHEREAS, Hillside Elementary has eight HVAC units that are residential grade instead of commercial grade. The residential grade units cannot be upgraded to accommodate the enhanced filtration.

WHEREAS, the District will implement the recommendations for air quality mitigation at the five schools with the funding from UDOT pursuant to the Cooperative Agreement Concerning Air Quality Mitigation, entered into on [enter date of other cooperative agreement] and this Cooperative Agreement Concerning Air Quality Mitigation for Portable Classrooms.

NOW THEREFORE, UDOT and the District agree the following terms:

1. Within thirty days from the date of this Agreement, UDOT will provide a check to the District in the amount of \$224,407 for the costs associated with the replacement of four residential grade HVAC units at Hillside Elementary School. The funds transferred to GSD from UDOT under this Agreement shall be used exclusively for the air quality mitigation purposes set forth in this Agreement.

2 The District will perform the following actions.

2.1 Replace the eight (8) existing residential grade HVAC units with commercial grade HVAC units described in the attached document.



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3. The functionality of these new HVAC units will be evaluated by the independent evaluation that will be conducted to determine the effectiveness of the enhanced filtration for the portable classrooms at Mountain View Corridor Schools described in the March 8, 2016 Cooperative Agreement Concerning Air Quality Mitigation (March 8, 2016 Cooperative Agreement)

3.1 The independent evaluation shall be conducted by a qualified consultant, mutually agreeable to both AWG and the District;

3.2 The scope of the independent evaluation shall focus upon evaluation of the effectiveness and functioning of the mitigating measures provided for in this Agreement which are specifically intended to mitigate an increase in near-roadway air pollution caused by traffic on and construction of the Mountain View Corridor. To the extent the independent evaluator gathers any information about other air quality metrics as a direct result of the evaluation of near-roadway air pollution that information shall be shared with the District and shall not be shared more broadly without agreement between the AWG and the District.

4. The section of Hillside Elementary School with the replaced HVAC units will be included in the annual reports the District shall provide the AWG and UDOT for the same terms as the March 8, 2016 Cooperative Agreement.

5. In order to cover the increased cost of operation and maintenance resulting from the HVAC System Replacement, UDOT will provide payment to the Districting totaling \$155,612 (the Total Expected Maintenance Cost) as set forth herein. Within sixty days after completion of the HVAC System Replacement described in Section 2, and the AWG and UDOT receipt and acceptance of the documentation set forth in Section 4 of the March 8, 2016 agreement – which acceptance shall not be unreasonably withheld or delayed – UDOT will provide a check in the amount of \$140,050.80. The remaining 10% of the Total Expected Maintenance Costs (\$15,561.20) shall be withheld by UDOT until receipt of the first annual report described in Section 4 above and in Section 5.4 of the March 8, 2016 agreement.

6. In the event either party asserts a breach of this Agreement, it shall provide written notice of such breach to the other party, which shall have fifteen days in which to commence a cure. Should the party fail to fully cure the breach within thirty days or within such other period of time as the parties may otherwise agree is reasonable under the circumstances that party shall be in default of this Agreement. In the event of a breach involving the District's use of Agreement funds for a purpose other than Approved Air Quality Purposes the District shall be entitled to remedy said breach through repayment or reallocation of other District funds for the express use for Approved Air Quality Purposes. Any such repayment or reallocation of funds shall be confirmed in writing to UDOT.




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7. This Agreement may be executed in counterparts by UDOT and the District.
8. This Agreement does not create any type of agency relationship, joint venture or partnership between UDOT and the District.
9. The District and UDOT agree to take any and all actions and execute, acknowledge, and deliver any and all documents reasonably necessary to effect the purposes of this Agreement.
10. This Agreement, together with any exhibits and attachments, constitutes the entire agreement between UDOT and District with respect to the replacement of the four residential grade HVAC units at Hillside Elementary and supersedes any prior understandings, agreements, or representations, verbal or written with respect to those units at Hillside Elementary. No subsequent modification or amendments will be valid unless in writing and signed by UDOT and District.
11. UDOT and District each represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, UDOT and the District have caused the Agreement to be executed by their duly authorized officers as of the day and year first written above.

**GRANITE SCHOOL DISTRICT**  
a political subdivision of the State of Utah

By:   
Title: Granite Board of Education President  
Date: June 13, 2017

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RECOMMENDED FOR APPROVAL:

UTAH DEPT. OF TRANSPORTATION

By:   
MVC Project Manager

Date: 6/15/17

By:   
Region Two Director

Date: 6/15/17

By:   
CONTRACT ADMINISTRATOR  
COMPTROLLER'S OFFICE

Date: 6/23/17

